



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

WREN & OTHERS v. MONCURE & OTHERS.—Decided at Richmond, December 2, 1897.—*Riely, J.*:

1. RESCISSION—*False representations—Ignorance of Falsity—Facts—Opinions.* A false representation of a material fact, constituting an inducement to the contract on which the purchaser has the right to rely, is ground for rescission of the contract, although the party making the representation was ignorant as to whether it was true or false. The misrepresentation, however, must as a general rule, be the statement of a material fact, made for the purpose of procuring the contract, as distinguished from a mere matter of opinion unless the parties are dealing on unequal terms and one has means of information not equally open to the other.

2. RESCISSION—*Representation that land is suitable for building purposes.* In the absence of any concealment by the vendor of land, or of any effort to prevent inquiry as to the facts, his statement that land is available for building sites and purposes is the mere expression of an opinion, which does not entitle the purchaser to a rescission of the contract, though he and others may be of opinion that it is not so suitable.

3. AGENT TO SELL LAND—*Offer to become co-purchaser—Failure to disclose his interest in the land.* If the agent for the sale of land, in order to effect a sale, induces a purchaser to join him in the purchase on terms of equality, and fails to disclose that he owns an interest in the land, this constitutes a fraud upon the purchaser and avoids the sale at the election of the purchaser.

4. CHANCERY PLEADING—*Fraudulent representations not relied on in pleadings—Proof confined to pleadings.* Fraudulent representations or concealments not relied on in the pleadings cannot be set up in the evidence. The allegations and proof must agree. A recovery will not be allowed in a case, though proved, which differs essentially from that alleged in the bill.

5. RESCISSION—*Fraudulent representations charged must be common to all of the complainants.* Where several complainants unite in one bill, by which they seek to have their contracts of purchase of real estate rescinded on the ground of fraudulent representations, the representations must be common to all the complainants. This is the ground upon which they are allowed to unite in one suit. Misrepresentations to some only of the complainants are not admissible in evidence.

ATLANTIC & DANVILLE RAILWAY CO. v. REIGER.—Decided at Richmond, December 2, 1897.—*Buchanan, J.* Absent, *Harrison, J.*:

1. CHANGE OF VENUE—*Prejudice.* In an action against a railroad company to recover damages for a personal injury, the fact that a prejudice exists against the company in the city in which the action is pending, because the company had removed its shops from the city and abandoned the city as a terminal, in violation of a contract with the city, is not sufficient to justify a change of venue of the action, especially when the witnesses, by whom the feeling against the company is shown, express the opinion that a perfectly fair and impartial jury to try the case can be gotten in the city.

2. CHANGE OF VENUE—*Prejudice against corporations.* In an action against a corporation a juror cannot be asked on his *voir dire* whether he is prejudiced against corporations.